

REMARKS

Claims 1-8 and 11-18 are currently pending in the application. Claims 13-18 stand objected to as each depending upon a rejected claim. Each of these claims has been rewritten in independent form so as to be allowable.

Claims 1-8, 11 and 12 stand rejected under 35 U.S.C. § 103 as obvious over U.S. Patent No. 6,358,160 (Winskowicz).

Reconsideration of the rejection of claims 1-8, 11 and 12 is requested.

Claim 1, among other limitations, requires the step of obtaining a golf ball having:
a) a first state wherein the golf ball has a first performance characteristic; and b) a second state in which the golf ball has a second performance characteristic that is different than the first performance characteristic. The second performance characteristic is such that it is impractical to use the golf ball to play golf.

By immersing the golf ball in an accumulation of water for no less than 2 days, but less than 180 days, the golf ball changes from the first state into the second state. That is, immersion for up to 2 days does not cause the golf ball to change from the first state into the second state. However, after 2 days, but before immersion for 180 days, the golf ball changes from the first state into the second state, as a result of which it is impractical to use the golf ball to play golf.

Winskowicz describes in column 1, lines 24-43, the characteristics of conventional golf balls that are immersed in water. The data set forth, assuming it is accurate, evidences that there is a loss of carry of 15 yards resulting from a six month immersion. However, a 15 yard loss of carry does not in any sense make a ball impractical to use to play a round of golf. In fact, this loss of carry may not event be detectable to most golfers.

Applicant's invention and that in Winskowicz have only one thing in common. They are both directed to alerting a user that a golf ball has been immersed in water. However, this is accomplished in two completely different manners.

Winskowicz causes the ball to be visually altered, but does not cause the performance characteristics thereof to be varied as an incident of the ball being immersed in water. On the other hand, Applicant's invention contemplates that the characteristics of the golf ball will be changed by this immersion, whereby the user will detect that the ball has been immersed by reason of striking the ball. Immersion of the golf ball for a period less than 180 days will cause the ball to change characteristics to the point that it will be impractical to use to play golf.

The Examiner argues that Winskowicz discloses that golf balls change characteristics when immersed in water. Applicant does not contest this fact. However, it is respectfully submitted that the Examiner has overlooked a critical fact that prompted both Applicant's and Winskowicz's invention.

More specifically, golf balls immersed in water for a period of 180 days will loose carry. Winskowicz presents data that this loss of carry is approximately 15 yards up to 180 days for a conventional ball. However, this difference in carry is virtually undetectable to an average golfer. A ball immersed for 180 days is commonly used in the second hand golf ball market. In fact Winskowicz notes that "an entire industry has developed in the recovery of golf balls which are then re-sold despite the fact that the ball has spent a fair amount of time in the water." (column 1, lines 17-19) What Winskowicz is emphasizing is that golf balls immersed in water are commonly recovered and sold, at times potentially as "like new" products. The user will not detect any change in quality due to immersion either

by reason of inspecting the ball or by using the golf ball to play golf. Accordingly, Winskowicz provides a visual indication that alerts the user to immersion while not changing in any way the performance characteristics of the golf ball.

With Applicant's invention, the performance characteristics of the golf ball are changed upon immersion for less than 180 days, whereupon the golf balls cannot be resold for reuse. That is, they aren't practical to use.

Accordingly, claim 1 clearly distinguishes over Winskowicz and the admitted, prior art golf balls which deteriorate when immersed for a period of 180 days, but not to the point that they are impractical to use to play golf. Accordingly, claim 1 is believed allowable.

Claim 4 also includes the limitation that the golf ball change performance characteristics by immersion for a period of 2 to 180 days to the point that it is not practical to use the golf ball to play golf. Accordingly, claim 4 is likewise believed allowable.

Claims 2 and 3 depend from claim 1, with claims 5-8, 11 and 12, depending from claim 4 and each recite further significant limitations to further distinguish over Winskowicz.

For example, claim 8 requires that the golf ball be impractical to use to play a round of golf when immersed for a period of less than 7 days. Within a 2 day period of immersion, the first performance characteristics are maintained. According to claim 8, the ball is impractical to use after but 7 days of immersion. According to Winskowicz's data in column 1, immersion for 7 days would result in a loss of carry of six yards, which would likely not be detectable to any golfer, regardless of skill level. Certainly, no existing golf ball would be impractical to use after immersion for only 7 days.

The Examiner argues on page 3 that the limitation that the golf ball is impractical to use is an opinion and not actual data. Applicant respectfully disagrees. Anyone familiar

with golf would recognize when a golf ball's characteristics have changed to the point that it is not practical to use to play golf. Since Winskowicz does not change operating characteristics, but only changes the visual appearance of the ball, Winskowicz does not teach or suggest the method claimed by the Applicant.

Accordingly, all claims are believed allowable.

Reconsideration of the rejection of claims 1-8, 11 and 12, and allowance of the case are requested.

The extra claim fee of \$600.00 is enclosed. Should additional fees be required in connection with this matter, please charge our deposit account No. 23-0785.

Respectfully submitted,

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